

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 29, 1997

INVITATION FOR BIDS
NO. IFB-97-249-O

SEALED BIDS
FOR
FURNISHING AND DELIVERING
WOOD GYMNASIUM FLOOR COATING PRODUCTS
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION

will be received up to and opened at 2:00 p.m.

on

June 19, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms.
Fran Villarmia, telephone (808) 586-0563 facsimile (808)586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

06/03/96

WOOD GYMNASIUM FLOOR COATING PRODUCTS
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION
IFB-97-249-0

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to furnish and deliver the following Wood Gymnasium Floor Coating Products as specified herein.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	All Purpose Neutral Cleaner, gallon size container	65 gals.	\$_____/gal	\$_____
Brand Name and Product No.:_____				
2.	Dust Mop Treatment, gallon size container	110 gals.	\$_____/gal	\$_____
Brand Name and Product No.:_____				
3.	Two Part Water Based Epoxy Wood Floor Finish, gallon size container	250 gals.	\$_____/gal	\$_____
Brand Name and Product No.:_____				

Bidder shall furnish the following information:

1. Business firm and/or government agencies to whom he has sold Wood Gymnasium Floor Coating Products to that specified herein:

<u>Firm or Agency</u>	<u>Contact Person</u>	<u>Phone No.</u>
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
2. Bidder information:
 - a. Business Address:_____
 - b. Name of Contact Person:_____
 - c. Address of Warehouse:_____
 - d. Telephone No.:_____ FAX NO.: _____
 - e. Business Hours:_____

Bidder:_____

SPECIFICATIONS

ITEM NO. 1 - ALL PURPOSE NEUTRAL CLEANER (HILLYARD #140 SUPER SHINE ALL, OR PREAPPROVED EQUAL)

A. TYPE, GRADE AND SIZE

1. Grade and type - This cleaner shall be effective for use on all types of surfaces not damaged by water
2. Size - This materials shall be furnished in new, non-returnable, commercial type, factory sealed containers as specified. Containers shall have labels firmly secured to each container giving adequate use and caution instructions.
3. Quality Control - The manufacturer will retain for two years a sample of each batch.

Each one gallon or large container shall be labeled with a batch sticker.
4. Bids will be accepted only from bidders who regularly manufacture and maintain substantial stock of all purpose neutral cleaner. In addition, the bidder must have supplies the products for use in health care, educational municipal, state and governmental institutions for at least six years.

B. MATERIALS AND WORKMANSHIP

1. The compound shall be uniform, homogeneous product free from objectionable odor. It shall contain no abrasives or solvents and shall not be irritating to normal skin. It shall be satisfactory for use on floors and all types of surfaces not damaged by water.
2. Stability and Storage - The compound shall be stable and shall not layer, separate or form sediment upon storage at room temperatures of 65°F for two years.
3. The product shall be phosphate free.
4. UL Approval - The product shall be approved by Underwriters Laboratories, Inc. as to slip resistance. The product shall have on the label the following: CLASSIFIED BY UNDERWRITERS LABORATORIES, INC. AS TO SLIP RESISTANCE ONLY. 186S
5. The manufacturers must submit an infrared spectrum scan of the nonvolatile matter of the product with the bid. Future samples of the successful bidder's product must equal infrared spectrum upon analysis.
6. The product shall be authorized by the USDA for use in Category A-4.

C. REQUIREMENTS

1. The cleaner shall be light amber with sassafras odor.
2. The product shall not contain free ammonia.

3. pH Value - The pH of the concentrate shall not be less than 9.0 nor more than 9.3 when tested in accordance the ASTM E70.
4. Nonvolatile content - The nonvolatile components shall be not less than 12.5% not more than 13.0% when a 1.0 to 2.0 gram sample is dried for three hours at 105°C, as tested according to ASTM D2834.
5. Viscosity - The product viscosity at 25°C shall be not greater than A-4 when compared to the Gardner Bubble Viscometer Standards.
6. Average weight per gallon at 25°C shall not be less than 8.39 lbs (3.81 kg).
7. Flash point - The flash point, Tag Closed Cup, of the cleaner shall be none to boiling (ASTM D56).
8. When tested according to ASTM D820, there shall be not free alkali metal ions present.
9. When tested according to ASTM D820, less than 0.1% of the residue is insoluble in alcohol.
10. When tested according to ASTM D820, less than 0.05% of the residue is insoluble in water.
11. There shall be no cloud formation present in the product when heated to the boiling point.
12. The freezing point of the product shall be 0°C to -2°C.
13. The product shall be 100% biodegradable.
14. The product shall not contain phosphates.
15. When tested according to ASTM D1792, the cleaner, when used at the manufacturer's recommended use dilution, shall not produce deleterious action on black asphalt, black vinyl and vinyl asbestos tile coated with the manufacturer's recommended water emulsion floor polish.

D. METHODS OF SAMPLING AND INSPECTION

1. Sampling - At the option of the purchaser, representative samples shall be taken in the presence of the manufacturer's agent from deliveries made under this invitation and submitted to test by the purchaser. Failure of any samples so taken to comply with the specification requirements shall invalidate any contract made under this invitation.
2. Inspection - Physical inspection of package, condition, quantity and labeling shall be made at point of delivery by the purchaser.

ITEM NO. 2 - DUST MOP TREATMENT

(HILLYARD #214 SUPER HILTONE, OR PREAPPROVED EQUAL)

A. TYPE, GRADE AND SIZE

1. Grade and Type - Mop treatments covered by this specification shall be of one grade mineral oil type, and petroleum hydrocarbons that are not banned by consumer product safety regulations. This mop dressing is not to be diluted with water but used as delivered by the manufacturer.
2. Sizes - The material shall be furnished in new, non-returnable, commercial type, factory sealed containers as specified. Containers shall have labels firmly secured to each container giving adequate use instructions.
3. Quality Control - The manufacturer will retain for two years a sample of each batch. Each one gallon or larger container shall be labeled with a batch sticker. Bids will be accepted only from bidders who regularly manufacture and maintain substantial stock of dust mop treatment. In addition, the bidder must have supplied the product for use in educational, municipal, state and other governmental institutions for at least fifteen years.

B. MATERIALS AND WORKMANSHIP

1. Dust mop treatment covered by this specifications shall be suitable for use on surfaces which are normally maintained with dust mops. These surfaces shall include sealed floor of wood, asphalt tile, linoleum, rubber, vinyl and terrazzo. Use of dust mop treatments covered by this specifications shall improve soil removal from flooring surfaces. It shall be suitable for use for treating cloths utilized for the cleaning and polishing of desks, woodwork and lockers. The product shall be free-flowing and suitable for spraying with trigger sprayer onto dust cloths and mops.
2. UL Approval - the product shall be approved by Underwriters Laboratories, Inc. as to slip resistance. The product shall have on the label the following: CLASSIFIED BY UNDERWRITERS LABORATORIES, INC. AS TO SLIP RESISTANCE ONLY. 186S.
3. As received in the original containers mop treatments supplied under this specification shall show no separation, creaming or gelling for a period of two years when stored under normal conditions and under normal temperatures.
4. The concentrate shall not contain water or wax.
5. Manufacturer must submit infrared spectrum of liquid with bid. Future samples of product must produce equal infrared spectrum upon analysis.

C. REQUIREMENTS

1. Acid Value - The acid value shall be 1% maximum when tested by ASTM D1639.

2. Viscosity, Gardner Bubble - The viscosity of mop treatments supplied under this specifications shall be not more than A5 when compared to the Gardner Bubble Viscometer Standards.
3. Flash point - the flash point, Tag Closed Cup, of mop treatments shall be not less than 120°F, tested according to ASTM D56.
4. Specific Gravity - The specific gravity of compounds supplied shall be not less than 0.75 and not more than 0.79 when tested in accordance with ASTM D891 (Westphal Balance) at 20°/20°C.
5. Discoloration - Mop dressing will not discolor white vinyl tile. A thin film of mop dressing will be applied to white vinyl tile with clean terry cloth and exposed to sunlight for 90 days. No discoloration must be evident on mop dressing film when compared to untreated tile.
6. Removability - Maintained surfaces shall be easily freed of residue of mop dressing by washing with manufacturer's recommended detergent using normal washing procedures.
7. The color shall not be greater than gardner 1 when compared to Gardner Color Standards.
8. Dressing remains clear at -5°C.
9. Average weight per gallon shall not be less than 6.4 lbs (2.92 kg) at 25°C.
10. Refractive Index - Determined by using Abbe Refractometer at 20°C shall not be less than 1,4300 nor greater the 1,4400.

D. METHODS OF SAMPLING AND INSPECTION

1. Sampling - At the option of the purchaser, representative samples shall be taken in the presence of the manufacturer's agent from deliveries made under this invitation and submitted to test by the purchaser. Failure of any samples so taken to comply with the specification requirements shall invalidate any contract made under this invitation.
2. Inspection - Physical inspection of package, condition, quantity and labeling shall be made at point of delivery by the purchaser.

ITEM NO. 3 - TWO PART WATER BASED EPOXY WOOD FLOOR FINISH
(HILLYARD #279 CONTENDER FINISH, OR PREAPPROVED EQUAL)

A. SCOPE

This description covers a waterborne wood floor finish. Product covered by this specifications shall be furnished in new, non-returnable, commercial type, factory sealed container. Containers shall have labels firmly secured giving adequate use instructions. The manufacturer's Quality Control Department shall maintain for two years as sample of each batch.

B. MATERIALS AND WORKMANSHIP

The waterborne epoxy covered by this specifications shall be intended for use on wood floors; it shall be compatible over a wide variety of conventional solvent based epoxies and oil-modified urethanes, provided these coatings are cured, bonded, and the floor is properly prepared. The product shall be approved by Underwriters Laboratories, Inc. for slip resistance. The following statement shall be on all container labels; CLASSIFIED BY UNDERWRITERS LABORATORIES, INC. AS TO SLIP RESISTANCE ONLY. 186S. The product shall be currently listed by Maple Flooring Manufacturers Association in Group 5.

C. TEST

The finish must conform to the following tests and requirements:

PROPERTIES	REQUIREMENTS	METHODS
Analysis/Physical Properties: Instrumental analysis	1.R. Spectrum	ASTM D2743, Method A
Nonvolatile content (Parts A & B mixed)	26%	ASTM D1644, Method A
Viscosity (Brookfield) (Parts A & B mixed)	50-200 cps	ASTM D1545
Flash Point (TCC) (Parts A, B, & A & B)	None to 200°F	ASTM D56
Gloss, 60°Specular (Black Glass)	Not less than 90	ASTM D1455

PROPERTIES	REQUIREMENTS		METHODS
Drying Time:	Set to Touch	Set in 2 hours	MFMA D-8
	Dry hard	7 hours, minimum	MFMA D-8
	Tack free	24 hours, minimum	MFMA D-8
Hardness (Sward, after one week cure)		30 minimum	MFMA D-10
Abrasion resistance: Falling sand (measure in liters/mil)		Not less than 18	Modified ASTM D968 Method A (1)
Taber abrasion (measure in mg)		Not more than 25	Modified ASTM D4060 (2)
Pot Life, minimum		2 hours at 65°F	Manufacturer shall certify
Chlorinated Solvent content		None present	Manufacturer shall certify
Package Stability (Parts A & B in original container)		Two years minimum	Manufacturer shall certify
Chemical Resistance: (24 hours exposure)	Tap water - No effect Modified ASTM D1308 (3) 10W Motor Oil - No effect Modified ASTM D1308 (3) Gasoline (unleaded) - No effect Modified ASTM D1308 (3) 10% NaOH - No effect Modified ASTM D1308 (3) Conc HCl - No effect Modified ASTM D1308 (3) 10% HCl - No effect Modified ASTM D1308 (3) 50% Isopropyl Alcohol - No effect Modified ASTM D1308 (3) Turpentine Stoddard Naphtha - No effect Modified ASTM D1308 (3) 2% Mr Clean, Detergent - No effect Modified ASTM D1308 (3) Coca Cola - No effect Modified ASTM D1308 (3) Artificial perspiration - No effect Modified ASTM D1308 (3)		
Density, minimum			
Part A	8.6 lbs/gal	ASTM D1475	
Part B	9.0 lbs/gal	ASTM D1475	
Volatile organic compounds (Parts A & B mixed)	Less than 350 gm/l	ASTM D3960	
Coverage Rate	400-500 sq. ft/gal	Manufacturer shall certify	

- (1) Clear glass, 3mil wet, see (2) for cure conditions.
- (2) Two coats cured 1 week at 75°F plus or minus 1°F, 50% plus or minus 1% R.H., CS-10 wheel, 500 gm., for 500 cycles, vac level at 70, on steel panels.
- (3) Substrate - Modified, 2 coats, 400-500 square feet per gallon, overnight dry between coats.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Wood Gymnasium Floor Coating Products for the Department of Accounting and General Services, Central Services Division, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

STATE'S COMMITMENT

In return for prices submitted, the Department of Accounting and General Services, Central Services Division, will purchase all of their requirements of the products listed herein from the successful low bidder. It is provided, however, that when quality level or products design is not suited to the agency's purpose, an exception to this commitment may be granted to such agency by the Procurement Officer.

TERM OF CONTRACT

Contract shall be for the twelve-month period beginning July 1, 1997 and ending June 30, 1998. Unless terminated, contract shall be extended without the necessity of rebidding, for a period not to exceed one (1) additional twelve (12) month period, but upon mutual agreement in writing at least sixty (60) days prior to expiration, provided the contract price(s) for the extended period remain the same or lower than the initial bid price. The Contractor or the State may terminate the extended contract at any time upon ninety (90) days prior written notice.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BIDDER QUALIFICATION

Each bidder shall maintain an Oahu-based wholesale or retail business at the time of bidding and during the contract period with warehouse and inventory capabilities for supplying items bid. Award(s) will not be made to any bidder not meeting the qualification requirement. Location of warehouse and telephone number shall be stated on OFFER FORM page OF-2.

BIDDER PREPARATION

Offer Form, page OF-1. Offeror is requested to submit its offer using the offeror's exact legal name, as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offer Form, page OF-1 continued.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

Bid Price. Bid prices shall be based on delivery to destination and shall include all costs and applicable taxes. Bid shall also include, when applicable, costs for training in use of items herein.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Services (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application must be walked in to both the DOTAX and the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise Tax (GET) rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the applicable use tax. Under no circumstances shall the dollar amount of the award include the aforementioned adjustment.

BIDDER PREPARATION (continued)

Brand Name and Number. All bidders must indicate on the OFFER FORM pages the exact manufacturer's brand or product offered for each item. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid. If any of the called for elements of product information are missing from the bidder's offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder shall be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Bidder is advised that although manufacturer brands and numbers are listed as "acceptable", bidder shall specify the exact manufacturer's brand and number offered for each item bid. Failure to do so shall be sufficient cause for rejection of bid.

Preapproved Acceptable Products. All items for this bid solicitation, except those listed in the Specifications, require preapproval by the State prior to bid opening date. The intent of the specifications is to specify high grade quality floor coating products. It is not the State's intent to exclude or limit the products of any responsible manufacturer, if such products are equal or better in every respect to those specified herein. The use of a brand name and model number for items listed in this bid solicitation is for purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Therefore, any bidder interested in bidding an alternate brand and/or product number should submit their substitution request in accordance with these Special Provisions.

For substitution consideration, interested bidders must submit, for evaluation, product specification literature and/or other specification information for evaluation to Ms. Fran Villarmia, Purchasing Specialist, of the State Procurement Office, Room 416, 1151 Punchbowl Street by June 10, 1997, 4:30 p.m.

The written request shall be submitted in triplicate, together with three (3) sets of technical brochures, specifications and Material Safety Data Sheet (MSDS) and shall be accompanied by three (3) copies of a statement of variances as described on the attached Sample Request for Substitution.

The statement of variances must list all features of the proposed substitution which differ from the specifications and/or product(s) specified and must further certify that the substitute has no other variant features. The brochures and/or specifications must include sufficient evidence to enable the State to evaluate each feature listed as a variance. Should an unlisted variance be discovered upon review of the product literature, the request for substitution shall be rejected.

Any product determined by the State, upon evaluation, to be an acceptable product, will be listed on an addendum that will be issued at least three (3) working days prior to bid opening date.

Certification. Chemical products shall be registered or authorized by one of the following organizations: EPA, Underwriters Laboratories, Inc. or the USDA.

Packaging. Bidder shall offer products in gallon size container only. For quality control purposes, chemical products shall be sealed at the factory, and not mixed locally.

Safety. Chemical products provided shall not require respirators and protective clothing when being applied under normal conditions.

MATERIAL SAFETY DATA SHEETS (MSDS)

The Contractor shall provide with each delivery one (1) copy of the MSDS for each chemical product delivered. Contractor shall also provide the MSDS to the ordering agency if requested.

TRAINING

Upon request of the ordering agency, the Contractor(s) may be required to provide training and demonstration to State personnel on the proper use, application and safety requirements of the product(s).

METHOD OF AWARD

Award, if any, will be made to the responsive and responsible bidder submitting the lowest estimated total bid price for each individual line item listed herein.

QUANTITIES

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount listed is intended or implied. For this reason, vendors shall bid only on regular stock items to avoid inventory hardships that could arise from stocking materials for State use only.

The State shall have the right to order small or larger quantities at the price quoted herein. The Contractor, however, may at his option, request approval from the Procurement Officer to terminate any item(s) of the contract when accumulated purchases for the line item(s) exceed 120% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item, by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10) days from date of receipt of the written request by the State Procurement Office. The Contractor shall honor all orders placed prior to the effective termination date.

In the event of termination of a line item, the State reserves the option to approach the next low bidder to supply the item at his bid price for the remainder of the contract period, or rebid the item for a period deemed to be in the best interest of the State.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) calendar days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

If the option to extend for an additional twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract for the additional period. The Contractor or the State may terminate the extension at any time upon sixty (60) days prior written notice.

ORDERING

Purchase orders will be submitted to the Contractor by DAGS, Central Services Division, as supplies are needed during the contract period.

Any orders received by the Contractor during the contract period shall be honored by the Contractor and he is obligated to deliver according to the contract terms and within the required delivery time.

DELIVERY

Deliveries are to be made to the address(es) designated on each Purchase Order(s) issued, and will be delivered within three (3) working days to the DAGS - CSD baseyard, seven (7) working days elsewhere and two (2) working days for "Will Call" items.

Contractor will be required to deliver all items outstanding at end of the contract period for purchase orders received during the contract term.

PRODUCT QUALITY

All supplies furnished under these specifications shall be new and of the best quality of their respective kind, and shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Failure to replace any rejected items shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

INVOICING AND PAYMENT

Contractor will forward **original and three (3) copies** of the invoices directly to:

State of Hawaii
Department of Accounting and General Services
Central Services Division
729-B Kakoi Street
Honolulu, Hawaii 96819

Attn: Glenn Nishimoto

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery and acceptance of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

FAILURE TO DELIVER

Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions state herein. If a Contractor is unable to deliver product(s) under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver acceptable substitute at the contract price quoted. In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

SERVICING

In the event that there is a complaint regarding vendor's products, the vendor must meet with the agency that has issued the complaint, at the agency's place of business, to resolve the problems within one (1) week from the request without additional charge to the State.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are no applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.